

Amtrak



RECORDATION NO. 11868-C Filed 1425

July 14, 1982

2-195A025

JUL 14 1982 11 55 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. 1
JUL 14 1982
Date.....
Fee \$ 10.00

ICC Washington, D. C.

Dear Sir:

Herewith for recording pursuant to Section 11303 of the Interstate Commerce Act are seven executed counterparts of an Agreement of Termination dated July 14, 1982, terminating the:

1. a Loan Agreement and Chattel Mortgage dated as of May 30, 1980 between National Railroad Passenger Corporation, as lender, and Bombardier Credit, Inc., as borrower;
2. a Lease Agreement dated as of January 28, 1977 between Bombardier Inc., as lessor, and National Railroad Passenger Corporation, as lessee, with an Assignment Agreement dated as of May 30, 1980 among Bombardier, Inc., as assignor, Bombardier Credit, Inc., as assignee, and National Railroad Passenger Corporation, as lessee.

The above-referenced documents were previously filed with the Commission on June 2, 1980, and assigned recordation numbers 11868, 11868-A, and 11868-B.

The addresses of the parties to the above-listed documents are as follows:

National Railroad Passenger Corporation
400 North Capitol Street, N.W.
Washington, D. C. 20001

Attention: Director, Equipment Maintenance

Bombardier Credit, Inc.
c/o Elliot & Hutchins
East Main Street Road
Malone, New York 12953

Attention: President

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Secretary, Interstate Commerce Commission
July 14, 1982
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Bombardier, Inc.
800 Dorchester Boulevard, West
Montreal, Quebec

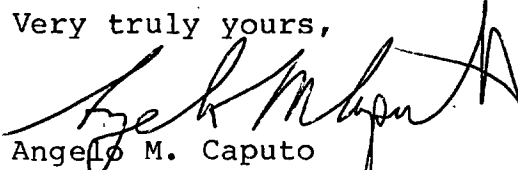
Attention: Vice President, Marketing
Mass Transit Division

The railroad equipment covered by these documents consists of two LRC trains, each consisting of one diesel-powered locomotive bearing numbers 38 and 39, and four coaches and one food service car bearing numbers 40 to 49, inclusive.

Funds in the amount of \$10.00 are enclosed for the required recordation fee.

Please accept for recordation two counterparts of the Agreement of Termination dated July 14, 1982, stamp the remaining five each with the appropriate recordation number, and return all five to the person delivering the same, together with your fee receipt.

Very truly yours,



Angelo M. Caputo
Assistant Vice President
Controller

Enc.-2

Interstate Commerce Commission

Washington, D.C. 20423

7/14/82

OFFICE OF THE SECRETARY

**Angelo M. Caputo
Assistant Vice President Controller
Amtrak, Natl. RR. Passenger Corp.
400 North Capital St. N.W.
Washington, D.C. 20001**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/14/82** at **11:55am**, and assigned re-recording number(s). **11868-C Released)**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JUL 14 1982 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

Release
THIS AGREEMENT made this 12th day of July 1982.

BETWEEN: BOMBARDIER INC., a corporation incorporated under the laws of Canada (hereinafter called "Bombardier")

OF THE FIRST PART

AND: BOMBARDIER CREDIT, INC., a corporation incorporated under the laws of the Commonwealth of Massachusetts, one of the United States of America (hereinafter called "Bombardier Credit")

OF THE SECOND PART

AND: NATIONAL RAILROAD PASSENGER CORPORATION, a corporation incorporated under the laws of the District of Columbia, one of the United States of America (hereinafter called "Amtrak")

OF THE THIRD PART

WHEREAS Bombardier and Amtrak entered into a Lease Agreement dated as of January 28, 1977 covering the lease by the former to the latter of two (2) LRC trains;

WHEREAS Bombardier, Bombardier Credit and Amtrak entered into an Assignment Agreement dated May 30, 1980 whereby the aforementioned Lease Agreement was assigned to Bombardier Credit and the latter acquired title to the said trains;

WHEREAS

WHEREAS Amtrak and Bombardier Credit entered into a Loan Agreement and Chattel Mortgage dated as of May 30, 1980 in virtue of which the former agreed to loan certain sums to the latter;

WHEREAS all three (3) of the aforementioned agreements shall hereinafter be collectively referred to as "the Agreements"; and

WHEREAS it is the intention of the parties hereto to cancel and terminate the Agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND UNDERTAKINGS HEREINAFTER SET FORTH, THE PARTIES HERETO HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

1. The Agreements are hereby terminated by mutual consent.
2. Each of the parties hereto acknowledges to the others that such other parties have, as of the date hereof, fulfilled all of their respective obligations under the Agreements.
3. Each of the parties hereto gives to the others a full and final release and discharge of and from any and all claims which they had, have or might have against each other arising out of the Agreements.

4. The parties acknowledge that they have agreed that this agreement be drawn up in the English language. Les parties reconnaissent avoir convenue que ce contrat soit rédigé dans la langue anglaise.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first hereinabove written.

BOMBARDIER INC.

By 

By 

BOMBARDIER CREDIT, INC.

By 

By 

NATIONAL RAILROAD PASSENGER CORPORATION

 By

FD Abate

CANADA
PROVINCE OF QUEBEC
CITY OF MONTREAL
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA } ss:

I, E. Terry Inskip Vice- Consul of the
United States of America at Montreal, Province of Quebec, Canada,
duly commissioned and qualified, do hereby certify that, to the
best of my knowledge,

Pierre Desjardins

was, at time of signing the annexed certificate, a

Notary

at Montreal Province of Quebec, Canada, duly
commissioned and qualified, to whose official acts faith and
credit are due.

Per the contents of the annexed document the Consulate
General assumes no responsibility.

IN WITNESS HEREOF, I have hereunto set my hand and affixed
the seal of the Consulate General of the United States of America
at Montreal, Quebec, Canada, this 13th day of July 1982.

E. Terry Inskip

E. Terry Inskip
Vice Consul

CORPORATE FORM OF ACKNOWLEDGEMENT

CANADA, PROVINCE OF QUEBEC

District of Montreal, ss:

On this 12th day of July 1982,

before me personally appeared Marie-Claire Simoneau, to me personally known, who being by me duly sworn, says that she is the Secretary of BOMBARDIER INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Notary

PIERRE DESJARDINS, NOTARY
FOR THE PROVINCE OF QUEBEC, CANADA
AND COMMISSIONER (FOR OATHS) OF
THE SUPERIOR COURT FOR THE DISTRICT
OF MONTREAL.
MY COMMISSIONS ARE FOR LIFE.

CORPORATE FORM OF ACKNOWLEDGEMENT

CANADA, PROVINCE OF QUEBEC

District of Montreal, ss:

On this 12th day of July 1982,

before me personally appeared Jean Rivard, to me personally known, who being by me duly sworn, says that he is the Corporate Secretary of BOMBARDIER CREDIT, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Notary

PIERRE DESJARDINS, NOTARY
FOR THE PROVINCE OF QUEBEC, CANADA
AND COMMISSIONER (FOR OATHS) OF
THE SUPERIOR COURT FOR THE DISTRICT
OF MONTREAL.
MY COMMISSIONS ARE FOR LIFE.